

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. PAGE 1 OF 2 PAGES

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|--|------------------------------------|--|---|
| 2. AMENDMENT No. 005 | 3. EFFECTIVE DATE July 17, 2006 | 4. PURCHASE REQUISITION NO.: | 5A. PROJECT TITLE: Management Services for the Thurgood Marshall Federal Judiciary Building |
| | | | 5B. PROJECT NO (If applicable) |
| 6. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515 | | 7. ADDRESS AMENDMENT/MODIFICATION TO Architect of the Capitol Procurement Division Ford House Office Building, Room H2-263 Attn: Mr. Patrick G. Hunt Second and "D" Streets, S.W. Washington, DC 20515 | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) | | X | 9A. AMENDMENT OF SOLICITATION No. RFP 060101 |
| | | | 9B. DATED (See Item 11) April 24, 2006 |
| | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. |
| | | | 10B. DATED (See Item 13) |

11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is not changed by this Amendment.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning 2 copies of the amendment;
- (b) By acknowledging receipt of this amendment in Block 12 of the AOC 33 or Block 19 of the AOC 1442 of the original solicitation package, giving amendment number and its date; or
- (c) By separate letter which includes a reference to the solicitation and amendment numbers.

FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter, provided each letter makes reference to the solicitation and this amendment, and is received prior to the opening/receipt hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS AND MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-----------|---|
| Check One | |
| | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)(1) |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not, is required to sign this document and return it to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION

SEE THE ATTACHED

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|---|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME OF CONTRACTING OFFICER (Type or print) | |
| 15B. OFFEROR/CONTRACTOR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| _____ (Signature of person authorized to sign) | | By _____ (Signature of Contracting Officer) | |

1. This Amendment No.005 is issued to the above referenced Solicitation to replace pages with those that have corrections and/or changes made to them and to answer questions. Those pages with **black** lines (e.g. **I**) * indicate where the changes and/or corrections have been made. Please replace the following pages with those currently in the solicitation package.

| Remove Pages | Replace Pages |
|--|--|
| Section I CONTRACT CLAUSES Pages I-1 through I-29 ATTACHMENT No. J.8 Wage Determination 94-2103 (Rev. 34) Pages 1 through 9 | Section I CONTRACT CLAUSES Pages I-1 through I-39 ATTACHMENT No. J.8 Wage Determination 94-2103 (Rev. 35) Pages 1 through 8 |

2. This Amendment No. 005 is issued to answer the following question:

106. Question: As you may know, the contract between Local 99 SEIU and the incumbent contractor is incorporated into the Thurgood Marshall RFP. We have just learned that Local 99 ratified a contract change on July 11, 2006 which increases health care premiums effective January 1, 2007. This change affects the base year pricing for all bidders. Question: Will the government issue an amendment which incorporates this change?

Answer: The Government has not yet received any official documentation regarding the changes discussed. The most current copy of the Collective Bargaining Agreement will be incorporated into the contract at the time of award. The Government will issue an amendment to the solicitation as soon as it received official documentation.

Attachments:

Section I, CONTRACT CLAUSES
Wage Determination No. 94-2103 (Rev. 35)

**SECTION I
CONTRACT CLAUSES**

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**SECTION I
CONTRACT CLAUSES**

I.1 AOC52.202-1 DEFINITIONS (JUN 2004)

- (a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.
- (b) The term "Architect" as used herein means the Architect of the Capitol.
- (c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.
- (d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
- (e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.

(End of clause)

I.2 AOC52.203-1 ADVERTISING/PROMOTIONAL MATERIALS (DEC 2005)

- (a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.
- (b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.
- (c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.
- (d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state

or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

**I.3 AOC52.203-2 DISCLOSURE OF INFORMATION TO THE GENERAL
PUBLIC (JUN 2004)**

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) “General public”, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

I.4 AOC52.203-3 OFFICIALS NOT TO BENEFIT (NOV 2004)

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

(End of clause)

**I.5 AOC52.203-4 DISSEMINATION OF CONTRACT INFORMATION (NOV
2004)**

Unless otherwise provided in this contract, the Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of, conclusions made pursuant to, or performance under this contract without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.

(End of clause)

I.6 AOC52.203-5 CONFIDENTIALITY REQUIREMENT (NOV 2004)

The Contractor agrees that any information supplied by the Architect to the Contractor shall be considered confidential and/or proprietary, and agrees to hold such information in confidence. The Contractor further agrees not to disclose such information to a third party without the prior written consent of the Architect.

(End of clause)

**I.7 AOC52.204-1 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED
PAPER (JUN 2004)**

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

I.8 AOC52.215-10 EXAMINATION OF RECORDS (JUN 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term "subcontract" as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

I.9 AOC52.215-11 AUDITS (JUN 2005)

(a) If the price of this contract is changed through the operation of any of the provisions of this contract, the Contractor, within such reasonable time as the Contracting Officer may direct, shall submit complete and accurate cost and pricing data in support of any claim asserted under such provisions.

(b) With the submission of cost and pricing data in support of any claim, the Contractor shall supply the following certification by a duly authorized corporate officer, partner, or owner, as applicable:

"This is to certify that, to the best of my knowledge and belief, the cost and pricing data herewith submitted to the Contracting Officer in support of a price adjustment under Supplement/Claim No. for _____ (identify by description) are accurate and complete and they are current as of _____ (date).
Date of Execution _____
Firm _____
Signature _____
Title _____"

(c) The Contracting Officer in accordance with the FAR clause "Audit and Records - Negotiation", 52.215-2, has the right to examine all books, records, documents and other data of the Contractor or subcontractor in order to evaluate the accuracy, completeness, and currency of cost or pricing data thus submitted. The Contractor shall insert an appropriate provision in all subcontracts for the purpose of making the requirements of this paragraph applicable thereto.

(End of clause)

I.10 ORDERING PROCEDURES: (Applicable Only to Items 0x10 Through 0x14)

Acronyms Defined:

ADM - AO Administrative Services Division
AOC - Architect of the Capitol
CAS - Central Accounting System
DTR - Designated Tenant Representative
TMFJB - Thurgood Marshall Federal Judiciary Building
TPM - Contractor's Tenant Project Manager
USSC - US Sentencing Commission
FJC - Federal Judicial Center
JPML - Judicial Panel for Multi-District Litigation

Building Services:

For Building Service Requests identified in C.4.3.4 (Fixed), the process is as follows:

- Step 1** The tenants (identified in C.1 - Background) in the TMFJB send an email to the ADM/DTR Electronic Mailbox or call ADM/DTR staff to request service(s).
- Step 2** ADM/DTR reviews and forwards tenant requests electronically to the Contractor's mailbox.
- Step 3** Contractor performs requested service(s) or Contractor sends email to ADM/DTR explaining any delay in service performance.
- Step 4** Contractor sends email to ADM/DTR stating that work was completed on (date and time).
- Step 5** ADM/DTR logs email confirmation and contacts employee to verify satisfaction with Contractor's work.
- Step 6** If employee is not satisfied, ADM/DTR notifies Contractor of the problem for follow-up with employee.

NOTE: Contractor shall submit a weekly status report on service requests to COTR or DTR.

For Tenant Work Orders identified in C.4.3.5.4 (General - Reimbursable), the process is as follows:

- Step1** ADM/DTR initiates request for service(s) or receives request for service(s). The tenants send email to the ADM/DTR Electronic Mailbox or call ADM/DTR staff.

- Step 2** ADM/DTR submits a request for a cost estimate (RFCE).
- Step 3** Contractor submits proposal (including all subcontractor bids/proposals).
- Step 4** ADM/DTR reviews the proposal, and then generates and approves the CAS work order to request services.
- Step 5** COTR/DTR issues approved work order to Contractor to request work.
- Step 6** Contractor schedules the work with ADM/DTR.
- Step 7** Contractor schedules the punch list walkthrough with ADM/DTR and provide punch list to ADM//DTR.
- Step 8** Contractor sends email to ADM/DTR that the work was completed on (date and time).
- Step 9** Contractor submits invoice (referencing CAS work order number), including relative backup documentation such as, work order, subcontractors' invoices, etc., within 30 days after completion of work.

NOTE: Contractor shall submit a weekly status report on service requests to COTR and DTR.

For Tenant Work Orders identified in C.12 (Tenant Alterations and Construction Projects - Reimbursable), the process is as follows:

- Step 1** ADM/DTR submits a RFCE.
- Step 2** ADM/DTR through the TPM obtains cost estimate for A&E design services, including subcontractor(s) bid/proposal.
- Step 3** Contractor submits a proposal.
- Step 4** ADM/DTR reviews the proposal, generates and approves the CAS work order to request A&E design services.
- Step 5** COTR/DTR issues approved work order to Contractor to request work.
- Step 6** A&E design vendor submits construction documents to ADM/DTR. Upon request, ADM/DTR, through the TPM, may obtain cost estimates (with labor hours), for tenant alteration projects from A&E design vendor (for comparison purposes).
- Step 7** ADM/DTR submits a request for a cost estimate for the construction.
- Step 8** Contractor issues bid packages to construction firms to obtain competitive bids/proposals.
- Step 9** Contractor's TPM reviews bids/proposals for accuracy and completeness and compares them with the estimates (if any) received from A&E design vendor. Contractor's TPM submits the cost Estimate to A&E design vendor for comments and comparison.
- Step 10** ADM/DTR through the TPM coordinates with vendor in negotiating a fair and

reasonable price with construction firms.

- Step 11** Contractor submits proposal (including all subcontractor bids/proposals).
- Step 12** ADM/DTR reviews the proposal, and then generates and approves the CAS work order to request services.
- Step 13** COTR/DTR issues approved work order to Contractor to request work.
- Step 14** Contractor schedules the work with ADM/DTR.
- Step 15** ADM/DTR coordinates with Contractor's TPM, A&E design vendor, and construction firm throughout completion of the project (including updating schedules, construction administration progress until completion). Contractor's TPM prepares proposal per A&E design vendors for construction administration.
- Step 16** Contractor schedules the punch list walkthrough with ADM/DTR and provide punch list to ADM/DTR.
- Step 17** The Contractor's TPM shall ensure that all punch list items are completed to the satisfaction of ADM and tenant requesting the work. TPM shall obtain approval of punch list from ADM/DTR before occupancy and issue a project completion sheet for ADM/DTR signature.
- Step 18** Contractor submits invoice (referencing CAS work order number), including relative backup documentation such as, work orders, subcontractors invoices, etc., within 30 days after completion of work.

NOTE: ADM is the point-of-contact (POC) for any tenant alterations and construction projects for the following TMFJB services tenants: Cafeteria, TMFJB Child Development Center, Credit Union, Fitness Center, Health Unit, and Judiciary Conference Center. ADM is also the POC for **any tenant alterations and construction projects** for all other Tenant Agencies in the TMFJB.

Infrastructure Repair Orders Process identified in C.4.3.5.6, C.4.3.5.7, and C.5.4 (Reimbursable), the process is as follows:

- Step 1** Either the Contractor or Contracting Officer's Technical Representative can initiate a request for services. In the event services are considered Urgent or Emergency, the COTR may provide verbal approval for the work to be performed. Contractor to send an email regarding the verbal approval for record.
- Step 2** Contractor generates and issues a proposal order for repair service(s) to the TMFJB infrastructure and ADM issues a work order immediately.
- Step 3** Contractor submits invoice (referencing CAS work order number), including relative backup documentation such as, work orders, subcontractors invoices, etc., within 30 days after completion of work for completed infrastructure repair orders, exceeding \$2,500, to the AO for payment. A copy of each invoice shall also be submitted by fax to the Architect at the Capitol, Accounting Division at 202-226- 2580, and to the COTR at the same time.
Administrative Office of the U.S. Courts

I.11 AOC52.216-6 UNDEFINITIZED CONTRACT ACTIONS (MAR 2005)

(a) In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (emergency task/delivery order, contract modification, or letter contract). The undefinitized contract action may be either verbal, typed, or hand written, with the form of the undefinitized contract action dictated by the access the issuing Contracting Officer has to the AOC network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the contractor within 5 calendar days after issuance of the verbal undefinitized contract action. If an undefinitized contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and automatically incorporated by reference under any undefinitized contract action issued.

(b) The scope of work as originally issued on the contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the undefinitized contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the contractor, and an estimated completion date shall be identified on the undefinitized contract action. If the contractor believes the amount of funds obligated or time for completion as stated in the undefinitized contract action are unreasonable, within 30 calendar days after issuance of the written undefinitized contract action the contractor is responsible for notifying the Contracting Officer of this and providing a suggested amount of funds for obligation or time for completion. In no instance shall the contractor's suggested amount of funds for obligation or time for completion be considered as binding to the contractor or the Government in future negotiations. The Government can elect to use the contractor's suggested amount of funds or time for completion as an indication that some additional funds or time for completion may be required and obligated or adjusted, respectively, in order to ensure that reasonably adequate funds are available to pay the contractor for services performed or that the completion time is reasonable .

(c) Within a reasonable amount of time after the issuance of the undefinitized contract action but not later than an estimated 25% of the way through the completion of the work under the undefinitized contract action, an authorized representative of the contractor must meet, either in person or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to definitize the undefinitized contract action. This estimated 25% shall use the best information reasonably available and be based upon (1) an estimate of the amount of work completed relative to the original general scope of work or (2) the amount of payments made relative to the original amount obligated.

(d) Payments can be made from the original amount obligated, but the undefinitized contract action must be definitized before payments exceed 40% of funds originally obligated.

(e) If communications are disrupted to the degree that it is necessary to communicate with the Contracting Officer at their residence or through other devices that do not utilize AOC-owned equipment, i.e., the Contracting Officer's residential telephone line, home address, etc., the contractor shall treat the Contracting Officer's personal information as confidential and shall not divulge the information to any individual or organization, including but not limited to other AOC personnel, without the Contracting Officer's express written permission. If it becomes necessary for the Contracting Officer to communicate

with the contractor through means other than the contractor's normal place of business, i.e., the contractor's residential telephone line or home address, the Contracting Officer shall not divulge the information to any individual or organization, including but not limited to other AOC or contractor personnel, without the contractor's express written permission.

(f) For the purposes of this clause, e-mail is considered express written permission.

(End of clause)

I.12 FAR 52.217-7 OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within ten days. Delivery of added items shall continue at the same rate the like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

I.13 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

I.14 AOC52.219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

I.15 AOC52.222-7 WORKMEN'S COMPENSATION LAWS (JUN 2004)

The Contractor and his subcontractors employed on the site shall comply with the Workmen's Compensation Laws of the District of Columbia Maryland Virginia.

(End of clause)

I.16 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL

HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only;
It is not a Wage Determination*

| Employee Class | Monetary Wage - Fringe Benefits |
|-----------------------------------|---------------------------------|
| HVAC Mechanic, 23400 (WG-10) | \$22.15/hr. |
| 1. FERS Benefit | \$3.54 |
| 2. Medicare | .33 |
| 3. Social Security | 1.37 |
| 4. Thrift Savings Plan | 1.11 |
| 5. Life | .11 |
| 6. Health | <u>1.99</u> |
| TOTAL | \$30.61 |
| General Maintenance, 23370 (WG-8) | \$19.80/hr |
| 1. FERS Benefit | \$3.17 |
| 2. Medicare | .30 |
| 3. Social Security | 1.23 |
| 4. Thrift Savings Plan | .99 |
| 5. Life | .10 |
| 6. Health | <u>1.78</u> |
| TOTAL | \$27.36 |
| Maintenance Helper, 23580 (WG-5) | \$15.59/hr |
| 1. FERS Benefit | \$2.49 |
| 2. Medicare | .23 |
| 3. Social Security | .97 |
| 4. Thrift Savings Plan | .78 |
| 5. Life | .08 |
| 6. Health | <u>1.40</u> |
| TOTAL | \$21.55 |
| Laborer, 11180 (WG-2) | \$11.26/hr |
| 1. FERS Benefit | \$1.80 |
| 2. Medicare | .17 |
| 3. Social Security | .70 |
| 4. Thrift Savings Plan | .56 |
| 5. Life | .06 |
| 6. Health | <u>1.01</u> |
| TOTAL | \$15.56 |
| Guard I, 27101 (GS-4) | \$12.68/hr |

| | | |
|----|---------------------|-------------|
| 1. | FERS Benefit | \$2.03 |
| 2. | Medicare | .19 |
| 3. | Social Security | .79 |
| 4. | Thrift Savings Plan | .63 |
| 5. | Life | .06 |
| 6. | Health | <u>1.14</u> |
| | TOTAL | \$17.52 |

| | | |
|------------------------|---------------------|-------------|
| Guard II, 27102 (GS-5) | | \$14.18/hr |
| 1. | FERS Benefit | \$2.27 |
| 2. | Medicare | .21 |
| 3. | Social Security | .88 |
| 4. | Thrift Savings Plan | .71 |
| 5. | Life | .07 |
| 6. | Health | <u>1.28</u> |
| | TOTAL | \$19.60 |

| | | |
|---|---------------------|-------------|
| Heavy Equipment Mechanic, 23430 (WG-10) | | \$22.15/hr |
| 1. | FERS Benefit | \$3.54 |
| 2. | Medicare | .33 |
| 3. | Social Security | 1.37 |
| 4. | Thrift Savings Plan | 1.11 |
| 5. | Life | .11 |
| 6. | Health | <u>1.99</u> |
| TOTAL | | \$30.61 |

| | | |
|-----------------------|---------------------|-------------|
| Janitor, 11150 (WG-2) | | \$11.26/hr |
| 1. | FERS Benefit | \$1.80 |
| 2. | Medicare | .17 |
| 3. | Social Security | .70 |
| 4. | Thrift Savings Plan | .56 |
| 5. | Life | .06 |
| 6. | Health | <u>1.01</u> |
| | TOTAL | \$15.56 |

| | | |
|-------------------------------|---------------------|------------|
| General Clerk I, 01115 (GS-1) | | \$9.21/hr |
| 1. | FERS Benefit | \$1.47 |
| 2. | Medicare | .14 |
| 3. | Social Security | .57 |
| 4. | Thrift Savings Plan | .46 |
| 5. | Life | .05 |
| 6. | Health | <u>.83</u> |
| TOTAL | | \$12.72 |

| | |
|--------------------------------|------------|
| General Clerk II, 01116 (GS-2) | \$10.35/hr |
|--------------------------------|------------|

| | | |
|---|---------------------|-------------|
| 1. | FERS Benefit | \$1.66 |
| 2. | Medicare | .16 |
| 3. | Social Security | .64 |
| 4. | Thrift Savings Plan | .52 |
| 5. | Life | .05 |
| 6. | Health | <u>.93</u> |
| | TOTAL | \$14.30 |
| Truck Driver, light truck, 31361 (WG-6) | | \$17.03/hr |
| 1. | FERS Benefit | \$2.72 |
| 2. | Medicare | .26 |
| 3. | Social Security | 1.06 |
| 4. | Thrift Savings Plan | .85 |
| 5. | Life | .09 |
| 6. | Health | <u>1.53</u> |
| | TOTAL | \$23.54 |
| Truck Driver, heavy truck, 31363 (WG-8) | | \$19.80/hr |
| 1. | FERS Benefit | \$3.17 |
| 2. | Medicare | .30 |
| 3. | Social Security | 1.23 |
| 4. | Thrift Savings Plan | .99 |
| 5. | Life | .10 |
| 6. | Health | <u>1.78</u> |
| | TOTAL | \$27.36 |
| Laundry, presser, 15160 (WG-2) | | \$11.26/hr |
| 1. | FERS Benefit | \$1.80 |
| 2. | Medicare | .17 |
| 3. | Social Security | .70 |
| 4. | Thrift Savings Plan | .56 |
| 5. | Life | .06 |
| 6. | Health | <u>1.01</u> |
| | TOTAL | \$15.56 |
| Window Cleaner, 11360 (WG-3) | | \$12.70/hr |
| 1. | FERS Benefit | \$2.03 |
| 2. | Medicare | .19 |
| 3. | Social Security | .79 |
| 4. | Thrift Savings Plan | .64 |
| 5. | Life | .06 |
| 6. | Health | <u>1.14</u> |
| | TOTAL | \$17.55 |
| Alarm Monitor, 27004 (GS-5) | | \$14.18/hr |
| 1. | FERS Benefit | \$2.27 |
| 2. | Medicare | .21 |
| 3. | Social Security | .88 |
| 4. | Thrift Savings Plan | .71 |
| 5. | Life | <u>.07</u> |

| | | | |
|--|---------------------|-------|-------------|
| 6. | Health | | <u>1.28</u> |
| | | TOTAL | \$19.60 |
| Recycling Worker, 99510 (WG-5) | | | \$15.59/hr |
| 1. | FERS Benefit | | \$2.49 |
| 2. | Medicare | | .23 |
| 3. | Social Security | | .97 |
| 4. | Thrift Savings Plan | | .78 |
| 5. | Life | | .08 |
| 6. | Health | | <u>1.40</u> |
| | | TOTAL | \$21.55 |
| Electronics Technician, 23181 (WG-8) | | | \$19.80/hr |
| 1. | FERS Benefit | | \$3.17 |
| 2. | Medicare | | .30 |
| 3. | Social Security | | 1.23 |
| 4. | Thrift Savings Plan | | .99 |
| 5. | Life | | .10 |
| 6. | Health | | <u>1.78</u> |
| | | TOTAL | \$27.36 |
| Pest Controller, 11270 (WG-7) | | | \$18.48/hr |
| 1. | FERS Benefit | | \$2.96 |
| 2. | Medicare | | .28 |
| 3. | Social Security | | 1.15 |
| 4. | Thrift Savings Plan | | .92 |
| 5. | Life | | .09 |
| 6. | Health | | <u>1.66</u> |
| | | TOTAL | \$25.54 |
| Gardener, 11090 (WG-6) | | | \$17.03/hr |
| 1. | FERS Benefit | | \$2.72 |
| 2. | Medicare | | .26 |
| 3. | Social Security | | 1.06 |
| 4. | Thrift Savings Plan | | .85 |
| 5. | Life | | .09 |
| 6. | Health | | <u>1.53</u> |
| | | TOTAL | \$23.54 |
| Laborer, grounds maintenance, 11210 (WG-3) | | | \$12.70 |
| 1. | FERS Benefit | | \$2.03 |
| 2. | Medicare | | .19 |
| 3. | Social Security | | .79 |
| 4. | Thrift Savings Plan | | .64 |
| 5. | Life | | .06 |
| 6. | Health | | <u>1.14</u> |
| | | TOTAL | \$17.55 |
| Fire Alarm System Mechanic, 23290 (WG-10) | | | \$22.15/hr |

| | | |
|----|---------------------|-------------|
| 1. | FERS Benefit | \$3.54 |
| 2. | Medicare | .33 |
| 3. | Social Security | 1.37 |
| 4. | Thrift Savings Plan | 1.11 |
| 5. | Life | .11 |
| 6. | Health | <u>1.99</u> |

TOTAL \$30.61

Elevator Repairer, 23210 (WG-10) \$22.15/hr

| | | |
|----|---------------------|-------------|
| 1. | FERS Benefit | \$3.54 |
| 2. | Medicare | .33 |
| 3. | Social Security | 1.37 |
| 4. | Thrift Savings Plan | 1.11 |
| 5. | Life | .11 |
| 6. | Health | <u>1.99</u> |

TOTAL \$30.61

Elevator Repairer Helper, 23220 (WG-5) \$15.59/hr

| | | |
|----|---------------------|-------------|
| 1. | FERS Benefit | \$2.49 |
| 2. | Medicare | .23 |
| 3. | Social Security | .97 |
| 4. | Thrift Savings Plan | .78 |
| 5. | Life | .08 |
| 6. | Health | <u>1.40</u> |

TOTAL \$21.55

(End of clause)

I.17 FAR 52.222-47 MINIMUM WAGES AND FRINGE BENEFITS APPLICABLE TO SUCCESSOR CONTRACT PURSUANT TO PREDECESSOR CONTRACTOR COLLECTIVE BARGAINING AGREEMENTS (CBA)

An SCA wage determination applicable to this work has been requested from the U.S. department of Labor. If an SCA wage determination is not incorporated herein, the offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor, Consolidated Engineering Services, and Local 99-99A, International Union of Operating Engineers and Mister Klee, Maintenance Company, Inc. And the Service Employees International Union 32BJ, district 82. If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of the 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

(End of clause)

I.18 AOC52.222-3 CONVICT LABOR (JUN 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

I.19 AOC52.222-4 OVERTIME WORK (AUG 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records).

(End of clause)

I.20 AOC52.222-5 COLLECTIVE BARGAINING AGREEMENTS (JUN 2004)

The Contractor shall comply with the requirements of Paragraph 52.222-41(m), Service Contract Act of 1965, as amended, regarding collective bargaining agreements. The information required shall be FAXED to 202-225-3221 or hand carried to: Procurement Division, Room H2-263, Ford House Office Building, 2nd and "D" Streets, S.W., Washington, D.C. - 20515. The agreement can also be FEDEXed to the following address:

Architect of the Capitol
Procurement Division
Ford House Office Building
Attn: Mr. Patrick G. Hunt
Room H2-263
Second and "D" Streets, S.W.
Washington, DC 20515

(End of clause)

I.21 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JULY 1995)

(a) "Hazardous material" as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in Paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material
(If none, insert "None")

Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award a "Material Safety Data Sheet", meeting the requirement of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in Paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the items(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under Paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate and disclose the data for the Government for these purposes.

(2) To use, duplicate and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS' in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

I.22 AOC52.223-3 SECURITY MARKINGS (JUN 2004)

(a) Before dissemination to subcontractors or other personnel, all AOC drawings and electronic copies thereof shall be considered at a minimum to be *sensitive but unclassified* (SBU). The following statement shall be imprinted on *each* page of drawings:

**PROPERTY OF THE UNITED STATES GOVERNMENT
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR
SPECIFICATIONS TO UNAUTHORIZED USERS IS PROHIBITED
Do not remove this notice
Properly destroy documents when no longer needed**

(b) The following paragraph shall be included on the cover page of the information (such as the cover page on a set of construction drawings and on the cover page of the specifications).

**PROPERTY OF THE UNITED STATES GOVERNMENT
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR
SPECIFICATIONS TO UNAUTHORIZED USERS IS PROHIBITED
Do not remove this notice
Properly destroy documents when no longer needed**

(End of clause)

I.23 AOC52.223-4 TRANSMISSION OR POSTING OF DRAWINGS/SPECIFICATIONS (JUN 2004)

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

I.24 AOC52.223-9 ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS (SEP 2004)

(a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.

(b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.

(c) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(d) In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.

(e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

I.25 FAR 52.225-9 BUY AMERICAN ACT- CONSTRUCTION MATERIALS (JUNE 2003)

(a) *Definitions.* As used in this clause --

"Component" means an article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in Paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States, or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas

(b) *Domestic preference.* (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in Paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

(Contracting Officer to list applicable excepted materials or indicate "None")

(3) The Contracting Officer may add other foreign construction material to the list in Paragraph (b)(2) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.* (1)(i) Any contractor request to use foreign construction material in accordance with Paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with Paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in Paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the contractor negotiates adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in Paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under Paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers;

| <u>FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON</u> | | | |
|---|----------------------------|-----------------|-----------------------------|
| <u>Construction Material Description</u> | <u>Unit of Measure</u> | <u>Quantity</u> | <u>Price (Dollars)*</u> |
| <u>Item 1:</u> | | | |
| Foreign construction material _____ | _____ | _____ | _____ |
| Domestic construction material _____ | _____ | _____ | _____ |
| <u>Item 2:</u> | | | |
| Foreign construction material _____ | _____ | _____ | _____ |
| Domestic construction material _____ | _____ | _____ | _____ |

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate is issued).]

(End of clause)

I.26 AOC52.225-1 BUY AMERICAN ACT - SUPPLEMENT (JUN 2004)

In addition to provisions of the above clause entitled, "Buy American Act", the General Provisions of the Legislative Branch Appropriations Act provides in part, as follows:

(a) It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in the Act should be American-made.

(b) In providing financial assistance to or entering into any contract with, any entity using funds made available in the Act, the head of each Federal Agency, to the greatest extent practicable, shall provide to such entity a notice describing the statement made in Paragraph (a) above, by the Congress.

(End of clause)

I.27 AOC 52.228-2 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (SEP 2004)

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.

(b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

I.28 AOC52.228-4 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (JUN 2004)

The Contractor agrees to indemnify and hold the Government harmless against any and all claims for

damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the contract; including, but not limited to, errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to judgement or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this contract, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government.

(End of clause)

I.29 AOC52.232-12 ASSIGNMENT - SUPPLEMENT (MAR 2005)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 ASSIGNMENT OF CLAIMS.

(End of clause)

I.30 FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.31 FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are presently not available for performance under this contract beyond September 30, 2006. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.32 PAYMENTS

.1 Invoices for Monthly Services, Items 0x01 through 0x09; and for Infrastructure Repair Orders

- .1** Invoices shall be submitted to the following address. A copy of each invoice shall be submitted by fax to the Architect at the Capitol, Accounting Division at 202-226-2580, and to the COTR at the same time.

Administrative Office of the U.S. Courts
Thurgood Marshall Federal Judiciary Building

AO Administrative Services Division
One Columbus Circle, N.E., Suite G-350
Washington, D.C. 20544

- .2 Invoices shall be issued at the end of each month in which services are performed by the Contractor. Properly certified invoices ("Certified as accurate and complete") from a responsible authority/officer of the Contractor, shall be mailed, in triplicate, to the above address. Any questions or information concerning requirements for processing invoices shall be directed to the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:
 - .1 Contract Number
 - .2 Name, address and Taxpayer I.D. number of Contractor
 - .3 Invoice Date
 - .4 Period the payment covers
 - .5 Amount by line item including quantity and unit pricing (see the article entitled "SCHEDULE OF ITEMS" in Section B)
- .3 Payments will be made directly to the Contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is invited to the requirements of the article entitled "PAYMENT BY ELECTRONIC FUNDS TRANSFER- OTHER THAN CENTRAL CONTRACTOR RESIGTRATION" in this section.
- .2 Properly certified ("Certified as accurate and complete") invoices (to include relative backup documentation such as, request for cost estimate and subcontractors invoices), from a responsible authority/officer of the Contractor, for Building Service Requests and Tenant Work Orders, covered under Items 0x10 through 0x14, shall be submitted to the following addresses:
 - .1 Invoices pertaining to AO orders shall be submitted to:

Administrative Office of the U.S. Courts
Thurgood Marshall Federal Judiciary Building
AO Administrative Services Division
One Columbus Circle, N.E.
Suite G-350
Washington, D.C. 20544
 - .2 Properly certified ("Certified as accurate and complete") invoices (to include relative backup documentation such as, request for cost estimate and subcontractors invoices), from a responsible authority/officer of the Contractor, pertaining to other TMFJB Tenant Agency orders shall be submitted to the particular Tenant Agency address, which will be provided by the Designated Tenant Representative, or on the Tenant Agencies' first order placed.

(End of clause)

I.33 PROCEEDS FROM THE SALE OF RECYCLABLE MATERIALS:

All proceeds generated from the sale of recyclable materials as stated in C.7.4 shall be submitted by a check

payable to AOUSC (Fund 6855XX) to the following address:

Administrative Office of the U.S. Courts
Thurgood Marshall Federal Judiciary Building
Accounting and Financial Systems Division
One Columbus Circle, N.E.
Suite 5-300
Washington, D.C. 20544

**I.34 AOC52.232-6 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN
CENTRAL CONTRACTOR REGISTRATION (JUN 2004)**

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no

further payments be made until the changed EFT information is implemented by the payment office.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for--

- (i) Making a correct payment; and
- (ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and --

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and assignment of claims.* If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) *EFT Information.* The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

- (1) The contract number;

- (2) The contractor's name and remittance address as stated in the contract(s);
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;
- (4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent;
and
- (5) The contractor's account number and the type of account (checking, saving or lockbox).
- (j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).
- (k) Designated office:
Name:
Architect of the Capital
Accounting Division
Mailing Address:
2nd and D Streets SW
Ford House Office Building
Washington, DC 20515
Telephone:
(202) 226-2552
Facsimile:
(202) 225-7321

(End of clause)

I.35 AOC52.232-7 DISCOUNTS (AUG 2004)

- (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.
- (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

I.36 AOC52.232-9 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

I.37 AOC52.233-1 DISPUTES (JUN 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; **provided, however,** that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(End of clause)

I.38 AOC52.233-2 CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF CLAIMS (JUN 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2)

any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

I.39 AOC52.233-3 LIMITATION ON DAMAGES FOR DELAY (JUN 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of any damages, of any nature whatsoever, which the Contractor, or its subcontractor at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedies in such event shall be a reimbursement of direct costs necessarily incurred as a result of the foregoing causes, and an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) For the purposes of this clause, the term "Damages" shall include all indirect and/or impact costs which shall include, without limitation: unabsorbed Home Office Overhead (including calculations under the "Eichleay Formula"), Idle Labor and Equipment, Loss of Productivity, and Interest; the term "Damages" shall not include on-site direct costs, which shall include direct labor (superintendence, labor, time-keeping, and clerical work) direct materials and supplies (including material handling), direct equipment, restoration and cleanup, overhead and profit (but only as permitted under the clauses "Changes" and "Changes - Supplement", taxes, insurance, and bonding costs, which will be calculated in accordance with the clauses "Changes" and "Changes - Supplement". Provided, however, that the accounting practice of treating these costs as "direct" shall be in accordance with

(1) The Contractor's established and consistently followed cost accounting practices for all work; and

(2) FAR Cost Accounting Cost Principles and Procedures (FAR Part 31).

(c) To the extent that any other provision of this contract provides for the payment of damages, as defined in this clause, to the Contractor and is thus inconsistent with the provisions of this clause, such other provision will be superseded hereby with respect to the issue of damages.

(End of clause)

I.40 AOC52.233-4 DAMAGES FOR DELAY (NOV 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of, any damages, costs, or expenses, of any nature whatsoever, which the Contractor or his subcontractors at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) To the extent that any other provision of this contract is inconsistent with the provisions of this article such other sections will be superseded hereby with respect to the issue of delay damages.

(End of clause)

I.41 FAR 52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes-

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of this work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contracting Officer written notice stating-

- (1) The date, circumstances, and source of the order; and
- (2) That the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of the proposal for adjustment may be included in the notice under paragraph (b) of this clause.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract

(End of Clause)

I.42 AOC52.243-1 CHANGES - SUPPLEMENT (JUN 2004)

(a) *Definitions.* (1) A "change order" is a unilateral contract modification, signed by the Contracting Officer, which describes and identifies a particular change in the requirements as permitted by the FAR clause, 52.243-4, "Changes" and authorizes the contractor to begin performance with the changed requirements. The change order may reference pertinent oral or written directives, provide an adjustment to the contract price and/or time for performance, and direct the contractor to submit a proposal for definitization of the change order.

(2) A "supplemental agreement" is a bilateral contract modification, signed by the contractor and the Contracting Officer, which either authorizes the contractor to begin performance with the changed requirements in accordance with the equitable adjustment agreed to prior to commencement of performance of the changed requirements or definitizes a change order after agreement of an equitable adjustment to the contract.

(3) Request for Proposal. A request by the Contracting Officer or his duly authorized representative for the contractor to submit a proposal for requirements contemplated to be changed. Such proposal shall be submitted within the time limit specified in the request and in accordance with the requirements and limitations of this clause.

(b) *Authorization of changes.* All changes to contract requirements will be authorized in writing by the Contracting Officer through one of the following methods:

(1) A Supplemental Agreement, with the concurrence of the contractor; or

(2) A unilateral Change Order.

(c) *Submission of proposals and cost breakdowns by the contractor.*

(1) Proposals for changes to the contract requirements shall include a brief description of the change; a breakdown of costs as outlined hereinafter; and a time impact analysis (fragnet).

(2) In considering proposals for changes involving added requirements, omitted requirements, or any combination thereof, the Contracting Officer or his duly authorized representative will make check-estimates in such detail as he deems necessary with the view of arriving at equitable adjustments. With each proposal, the contractor shall submit separately an itemized breakdown as per "Exhibit A" hereof, which shall include, but not be limited to, the following:

- (i) Direct labor costs;
- (ii) Social Security and Unemployment Insurance Taxes;
- (iii) Workmen's compensation and general liability insurance;
- (iv) Direct material quantities and unit prices (separated into trades);
- (v) Construction equipment;
- (vi) Overhead; and

(vii) Profit.

(3) If the contractor believes that the change in the contract requirements affects the contract period of performance, as required by AOC52.211-5, Commencement, Prosecution, and Completion of Work, of the Supplementary Conditions, appropriate substantiation must be submitted for evaluation/review.

(4) A complete proposal, including breakdown of cost and time impact, shall be submitted by the contractor within the time frame stipulated in calendar days by the Government for each proposed change. Generally, complete proposals shall be submitted by the contractor within 7 calendar days after the contractor receives the request for proposal, although this time frame may be adjusted for more complex or more urgent requirements. Except as provided by an individual contract modification, no payment for a change order will be made until a supplemental agreement has been signed by the contractor and the Contracting Officer. If complete proposals are not received timely, the Contracting Officer, after consultation with his authorized representative, may determine the cost of the change and the time impact and issue a change order based upon this determination with the stipulation that if a supplemental agreement is not negotiated within a reasonable amount of time, this determination will be final and conclusive, subject only to the contractor's rights of appeal as provided in AOC52.233-1, Disputes, of the General Conditions.

(d) *Allowances for overhead and profit.* (1) The following percentages will be allowed for overhead and profit:

(i) The contractor shall receive, as a percentage of the cost of all work performed by his own organization, an amount not to exceed 10% overhead and not to exceed 10% profit; and

(ii) If subcontractor(s) are involved in the change, a fee in an amount not to exceed 10% as a percentage of the total price of the subcontractor portion of the change.

(iii) Subcontractor(s) to the prime contractor (first tier subcontractor(s)) shall receive, as a percentage of the cost of all work performed by or for it, a total amount not to exceed 10% overhead and not to exceed 10% profit.

(iv) The percentages for fees, overhead, and profit permitted by the above shall be allowed only for the contractor and its first tier subcontractors. Percentages for fees, overhead, and profit in any amount will not be allowed for subcontractors of any other tier.

(2) Percentages for overhead allowed are deemed to include, but shall not be limited to, the following:

(i) Field Overhead Items.

(A) Trailer;

(B) Storage Facilities;

(C) Contractor's and subcontractor's superintendence;

(D) Construction equipment/tools, except those that are specially required for a specific change;

(E) Utilities;

(F) Contractor's and subcontractor's field office, administrative/support staff;
(G) Cost of preparing record drawing changes, correspondence, etc., relating to the contract;

(H) Job site safety aids; and

(I) Cleaning and maintenance of nuisance debris from jobsite.

(ii) Office Overhead Items for Contractor and Subcontractors.

(A) Maintenance/operation of principal or branch offices;

(B) Personnel costs;

(C) Cost for preparing correspondence, fragnets, etc., relating to the contract;
and

(D) Cost of insurance and bonds, except for insurance costs relating to direct labor, as outlined in "Exhibit A" .

(iii) For changes which include custom items unique to the project and which are fabricated off-site, the fabricator, whether the contractor or a subcontractor at any tier, shall furnish a breakdown of costs associated with the work in the fabricating plant. This breakdown shall include labor, material, equipment and overhead/plant costs in sufficient detail to allow for review by the Contracting Officer or his duly authorized representative. Costs charged to overhead/plant shall be allowable costs for the fabricator, whether he is the contractor or a subcontractor at any tier, provided that the costs claimed are consistent with the provisions of Subpart 31.203 of the Federal Acquisition Regulation (Chapter 1, Title 48, Code of Federal Regulations). An amount not to exceed 10% of the cost of the fabricated item will be allowed for the fabricator's profit. If the fabricator is a subcontractor, the overhead and profit percentages for the contractor and any subcontractor at a higher tier having a contractual relationship with the fabricator shall be allowed in accordance with this clause.

(e) *Changes involving decreases in price.* For changes involving only a decrease in price, the contractor and subcontractors shall return as credit for overhead and profit those same percentages which are allowed for like changes involving increases in price. On changes involving both an increase and a decrease in price, overhead and profit will be allowed only on the net increase.

(f) *Changes involving increases or decreases on basis of contract specified unit prices.* No percentages for overhead and profit will be added to, or deleted from, any unit prices in event of an increase or decrease in the contract requirements on the basis of contractual unit prices.

EXHIBIT A
TYPICAL FORM OF BREAKDOWN FOR PRICE ADJUSTMENT

SUBCONTRACTORS' BREAKDOWN

| Items Involved | Quantities | Unit Cost | Equipment | Material | Labor | Extensions | | Unit Cost |
|---------------------------------|------------|-----------|-----------|----------|-------|------------|--------------|-----------|
| | | | | | | Totals | Final Totals | |
| Excavation (Identify) | | | | | | | | |
| Volume | | | | | | | | |
| Crane Operator | | | | | | | | |
| Laborers | | | | | | | | |
| Shoring (Identify) | | | | | | | | |
| Area | | | | | | | | |
| Welder | | | | | | | | |
| Subcontractor Total | | | | | | | | |

PRIME CONTRACTOR'S BREAKDOWN

| Items Involved | Quantities | Unit Cost | Equipment | Material | Labor | Extensions | | Unit Cost |
|------------------------------------|------------|-----------|-----------|----------|-------|------------|--------------|-----------|
| | | | | | | Totals | Final Totals | |
| West Wall (Cinder Block) | | | | | | | | |
| Area | | | | | | | | |
| Block 8x8x16 | | | | | | | | |
| Mortar | | | | | | | | |
| Mason | | | | | | | | |
| Laborer | | | | | | | | |
| Subtotal | | | | | | | | |

| | | | | | | | | |
|---|--|--|--|--|--|--|--|--|
| Prime Contractor's Total | | | | | | | | |
| Prime Contractor's Overhead and Profit on Subcontractor | | | | | | | | |
| Total | | | | | | | | |

(End of clause)

I.43 AOC52.244-1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK (SEP 2005)

(a) The Contractor is responsible for coordination of all work performed by its own workforce and those of its subcontractors. Each subcontractor shall be experienced in and capable of performing in a satisfactory manner all work in his/her speciality, and shall meet the standard of competence established for the Contractor.

(b) The Contractor shall be responsible for all acts of subcontractors employed by him under this contract, and for their compliance with all terms and provisions of the contract applicable to their performance. The Contractor shall continuously coordinate the work of all sub-contractors to assure proper processing and progress of the Work. The Contractor shall require each subcontractor to (1) examine the project schedule, shop drawings and the work of other trades and all sections of the specifications to the extent necessary for satisfactory installation of his work, and connection between his work and the work of other trades; (2) coordinate his work accordingly; and (3) cooperate with other trades toward timely and satisfactory completion of the entire Work.

(c) Organization of the specifications into sections and subsections and the arrangement of drawings shall not control the Contractor in dividing work among subcontractors or in establishing the extent of work to be performed by any trade.

(d) The Government reserves the right to require dismissal of any subcontractor who, by reason of previous unsatisfactory work on AOC projects or for any other reason, is considered by the Contracting Officer to be incompetent or otherwise objectionable for performing work under this contract.

(e) Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the Government.

(End of clause)

I.44 AOC52.245-2 GOVERNMENT-FURNISHED PROPERTY (NOV 2004)

(a) For the purposes of this clause, Government-furnished "property" includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.

- (b) No AOC equipment or property can be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.
- (c) The Contracting Officer's Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of Government-furnished property.
- (d) Any Government-furnished property provided to the contractor for use during performance of this contract shall be issued to the contractor's representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor's representative shall be responsible for the ensuring the proper care and use of the Government-furnished property, whether used by the contractor representative or another contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.
- (e) All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.
- (f) All contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the "Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol" before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.
- (g) All Government-furnished property shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

**I.45 AOC52.246-1 FINAL INSPECTION AND ACCEPTANCE - CONSTRUCTION -
SUPPLEMENT
(SEP 2005)**

- (a) No inspection or other action of the Government shall be construed to constitute a final acceptance of any portion of the work under this contract until all work under the contract is completed. None of the work under the contract shall be deemed to be finally accepted until the Contractor, upon completion and final inspection of all work, is notified in writing of final acceptance of work under the contract, or in lieu thereof, until final payment of the final voucher as prescribed in FAR 52.232-5, Payments Under Fixed-Price Construction Contracts. The provisions of FAR clause 52.246-12, Inspection of Construction are hereby modified by the provisions of this paragraph with respect to the finality of acceptance of any portion of the work by the Government prior to completion of all work under the contract.

(b) The Contractor shall notify the Contracting Officer, at least 10 days in advance, of the date the work will be fully complete and ready for final inspection. Any additional costs incurred by the Government due to necessary reinspection of work found not ready for final inspection upon the Contractor's notice of completion will be charged to the Contractor and deducted from the contract price.

(End of clause)

I.46 AOC52.246-6 ADDITIONAL WARRANTY COVERAGE (JUN 2004)

If the Contractor receives from any manufacturer, supplier or subcontractor additional warranty coverage on the whole or any component of the work required by this contract, in the form of time including any pro rata arrangements, or the Contractor generally extends to his commercial customers a greater or extended warranty coverage, the Government shall receive corresponding warranty benefits.

(End of clause)

I.47 FAR 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) *Definition.* "Acceptance", as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government; of the materials and/or equipment for which services are herein required; one year from the date of acceptance of this service, shall state either --

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

I.48 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com

| <u>CLAUSE TITLE</u> | <u>DATE</u> | <u>FAR NUMBER</u> |
|---|-------------|-----------------------|
| GRATUITIES | APR 1984 | 52.203-3 |
| COVENANT AGAINST CONTINGENT FEES | APR 1984 | 52.203-5 |
| RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | JUL 1995 | 52.203-6 |
| MATERIAL REQUIREMENTS | AUG 2000 | 52.211-5 |
| AUDITS AND RECORDS - NEGOTIATED | JUN 1999 | 52.215-2 |
| OPTION TO EXTEND SERVICES (60 days) | NOV 1999 | 52.217-8 |
| DAVIS BACON ACT | FEB 1995 | 52.222-6 |
| EQUAL OPPORTUNITY | APR 2002 | 52.222-26 |
| EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS | DEC 2001 | 52.222-35 |
| AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN 1998 | 52.222-36 |
| EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC 2001 | 52.222-37 |
| SERVICE CONTRACT ACT OF 1965, AS AMENDED | MAY 1989 | 52.222-41 |
| FARI LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) | MAY 1989 | 52.222-43 |
| DRUG-FREE WORKPLACE | MAY 2001 | 52.223-6 |
| FEDERAL, STATE AND LOCAL TAXES | APR 2003 | 52.229-3 |
| EXTRAS | APR 1984 | 52.232-11 |
| ASSIGNMENT OF CLAIMS | JAN 1986 | 52.232-23 |
| PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION | APR 1984 | 52.237-2 |
| CONTINUITY OF SERVICES | JAN 1991 | 52.237-3 |
| BANKRUPTCY | JULY 1995 | 52.242-13 |
| SUSPENSION OF WORK | APR 1984 | 52.242-14 |
| CHANGES--FIXED-PRICE | AUG 1987 | 52.243-1 |
| ALTERNATE I | APR 1984 | |
| CHANGES | AUG 1987 | 52.243-4 |
| PERMITS, AUTHORITIES, OR FRANCHISES | JAN 1997 | 52.247-2 |
| TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | MAY 2004 | 52.249-2 |
| DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR 1984 | 52.249-8 |

(End of clause)

END OF SECTION I

WAGE DETERMINATION NO: 94-2103 REV (35) AREA: DC, DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2104

| | |
|--|-------------------------------------|
| REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR |
| THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION |
| By direction of the Secretary of Labor | WAGE AND HOUR DIVISION |
| | WASHINGTON D.C. 20210 |

| | | |
|------------------|---------------------|-----------------------------------|
| William W. Gross | Division of | Wage Determination No.: 1994-2103 |
| Director | Wage Determinations | Revision No.: 35 |
| | | Date Of Revision: 05/23/2006 |

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | MINIMUM WAGE RATE |
|---|-------------------|
| 01000 - Administrative Support and Clerical Occupations | |
| 01011 - Accounting Clerk I | 12.16 |
| 01012 - Accounting Clerk II | 12.86 |
| 01013 - Accounting Clerk III | 14.89 |
| 01014 - Accounting Clerk IV | 16.65 |
| 01030 - Court Reporter | 17.02 |
| 01050 - Dispatcher, Motor Vehicle | 16.50 |
| 01060 - Document Preparation Clerk | 12.75 |
| 01070 - Messenger (Courier) | 10.23 |
| 01090 - Duplicating Machine Operator | 12.75 |
| 01110 - Film/Tape Librarian | 15.10 |
| 01115 - General Clerk I | 11.68 |
| 01116 - General Clerk II | 13.72 |
| 01117 - General Clerk III | 15.32 |
| 01118 - General Clerk IV | 18.74 |
| 01120 - Housing Referral Assistant | 19.30 |
| 01131 - Key Entry Operator I | 12.67 |
| 01132 - Key Entry Operator II | 13.82 |
| 01191 - Order Clerk I | 14.74 |
| 01192 - Order Clerk II | 16.29 |
| 01261 - Personnel Assistant (Employment) I | 13.05 |
| 01262 - Personnel Assistant (Employment) II | 15.10 |
| 01263 - Personnel Assistant (Employment) III | 17.02 |
| 01264 - Personnel Assistant (Employment) IV | 19.60 |
| 01270 - Production Control Clerk | 18.89 |
| 01290 - Rental Clerk | 15.42 |
| 01300 - Scheduler, Maintenance | 15.26 |
| 01311 - Secretary I | 16.11 |
| 01312 - Secretary II | 17.31 |
| 01313 - Secretary III | 19.30 |
| 01314 - Secretary IV | 21.45 |
| 01315 - Secretary V | 23.75 |
| 01320 - Service Order Dispatcher | 15.82 |
| 01341 - Stenographer I | 15.15 |
| 01342 - Stenographer II | 16.47 |
| 01400 - Supply Technician | 21.45 |
| 01420 - Survey Worker (Interviewer) | 16.43 |
| 01460 - Switchboard Operator-Receptionist | 12.06 |

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| | |
|--|-------|
| 01510 - Test Examiner | 17.31 |
| 01520 - Test Proctor | 17.31 |
| 01531 - Travel Clerk I | 11.63 |
| 01532 - Travel Clerk II | 12.49 |
| 01533 - Travel Clerk III | 13.41 |
| 01611 - Word Processor I | 12.75 |
| 01612 - Word Processor II | 15.10 |
| 01613 - Word Processor III | 17.02 |
| 03000 - Automatic Data Processing Occupations | |
| 03010 - Computer Data Librarian | 15.10 |
| 03041 - Computer Operator I | 15.10 |
| 03042 - Computer Operator II | 17.02 |
| 03043 - Computer Operator III | 18.89 |
| 03044 - Computer Operator IV | 21.09 |
| 03045 - Computer Operator V | 23.35 |
| 03071 - Computer Programmer I (1) | 19.64 |
| 03072 - Computer Programmer II (1) | 23.33 |
| 03073 - Computer Programmer III (1) | 27.62 |
| 03074 - Computer Programmer IV (1) | 27.62 |
| 03101 - Computer Systems Analyst I (1) | 27.62 |
| 03102 - Computer Systems Analyst II (1) | 27.62 |
| 03103 - Computer Systems Analyst III (1) | 27.62 |
| 03160 - Peripheral Equipment Operator | 15.10 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automotive Body Repairer, Fiberglass | 22.73 |
| 05010 - Automotive Glass Installer | 17.88 |
| 05040 - Automotive Worker | 17.88 |
| 05070 - Electrician, Automotive | 18.95 |
| 05100 - Mobile Equipment Servicer | 15.69 |
| 05130 - Motor Equipment Metal Mechanic | 19.98 |
| 05160 - Motor Equipment Metal Worker | 17.88 |
| 05190 - Motor Vehicle Mechanic | 20.07 |
| 05220 - Motor Vehicle Mechanic Helper | 16.81 |
| 05250 - Motor Vehicle Upholstery Worker | 17.88 |
| 05280 - Motor Vehicle Wrecker | 17.88 |
| 05310 - Painter, Automotive | 18.95 |
| 05340 - Radiator Repair Specialist | 17.88 |
| 05370 - Tire Repairer | 14.43 |
| 05400 - Transmission Repair Specialist | 19.98 |
| 07000 - Food Preparation and Service Occupations | |
| (not set) - Food Service Worker | 9.91 |
| 07010 - Baker | 12.25 |
| 07041 - Cook I | 11.53 |
| 07042 - Cook II | 12.79 |
| 07070 - Dishwasher | 9.76 |
| 07130 - Meat Cutter | 16.07 |
| 07250 - Waiter/Waitress | 8.59 |
| 09000 - Furniture Maintenance and Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 18.05 |
| 09040 - Furniture Handler | 12.55 |
| 09070 - Furniture Refinisher | 18.05 |
| 09100 - Furniture Refinisher Helper | 13.85 |
| 09110 - Furniture Repairer, Minor | 16.01 |
| 09130 - Upholsterer | 18.05 |
| 11030 - General Services and Support Occupations | |
| 11030 - Cleaner, Vehicles | 9.67 |
| 11060 - Elevator Operator | 9.79 |
| 11090 - Gardener | 14.27 |
| 11121 - House Keeping Aid I | 9.97 |
| 11122 - House Keeping Aid II | 10.77 |
| 11150 - Janitor | 10.12 |
| 11210 - Laborer, Grounds Maintenance | 11.65 |
| 11240 - Maid or Houseman | 9.97 |
| 11270 - Pest Controller | 12.49 |
| 11300 - Refuse Collector | 11.69 |
| 11330 - Tractor Operator | 14.00 |
| 11360 - Window Cleaner | 10.51 |
| 12000 - Health Occupations | |
| 12020 - Dental Assistant | 16.90 |

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| | |
|---|-------|
| 12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 15.83 |
| 12071 - Licensed Practical Nurse I | 15.86 |
| 12072 - Licensed Practical Nurse II | 17.79 |
| 12073 - Licensed Practical Nurse III | 19.92 |
| 12100 - Medical Assistant | 12.94 |
| 12130 - Medical Laboratory Technician | 16.32 |
| 12160 - Medical Record Clerk | 14.96 |
| 12190 - Medical Record Technician | 16.47 |
| 12221 - Nursing Assistant I | 9.32 |
| 12222 - Nursing Assistant II | 10.48 |
| 12223 - Nursing Assistant III | 11.94 |
| 12224 - Nursing Assistant IV | 13.40 |
| 12250 - Pharmacy Technician | 13.02 |
| 12280 - Phlebotomist | 13.40 |
| 12311 - Registered Nurse I | 24.92 |
| 12312 - Registered Nurse II | 29.47 |
| 12313 - Registered Nurse II, Specialist | 29.47 |
| 12314 - Registered Nurse III | 35.65 |
| 12315 - Registered Nurse III, Anesthetist | 35.65 |
| 12316 - Registered Nurse IV | 42.73 |
| 13000 - Information and Arts Occupations | |
| 13002 - Audiovisual Librarian | 20.85 |
| 13011 - Exhibits Specialist I | 17.98 |
| 13012 - Exhibits Specialist II | 23.33 |
| 13013 - Exhibits Specialist III | 28.07 |
| 13041 - Illustrator I | 18.73 |
| 13042 - Illustrator II | 23.42 |
| 13043 - Illustrator III | 28.82 |
| 13047 - Librarian | 24.54 |
| 13050 - Library Technician | 17.18 |
| 13071 - Photographer I | 14.67 |
| 13072 - Photographer II | 17.18 |
| 13073 - Photographer III | 21.52 |
| 13074 - Photographer IV | 26.05 |
| 13075 - Photographer V | 29.15 |
| 15000 - Laundry, Dry Cleaning, Pressing and Related Occupations | |
| 15010 - Assembler | 8.71 |
| 15030 - Counter Attendant | 8.71 |
| 15040 - Dry Cleaner | 10.94 |
| 15070 - Finisher, Flatwork, Machine | 8.71 |
| 15090 - Presser, Hand | 8.71 |
| 15100 - Presser, Machine, Drycleaning | 8.71 |
| 15130 - Presser, Machine, Shirts | 8.71 |
| 15160 - Presser, Machine, Wearing Apparel, Laundry | 8.71 |
| 15190 - Sewing Machine Operator | 11.73 |
| 15220 - Tailor | 12.43 |
| 15250 - Washer, Machine | 9.31 |
| 19000 - Machine Tool Operation and Repair Occupations | |
| 19010 - Machine-Tool Operator (Toolroom) | 18.95 |
| 19040 - Tool and Die Maker | 23.05 |
| 21000 - Material Handling and Packing Occupations | |
| 21010 - Fuel Distribution System Operator | 19.38 |
| 21020 - Material Coordinator | 19.05 |
| 21030 - Material Expediter | 19.05 |
| 21040 - Material Handling Laborer | 11.50 |
| 21050 - Order Filler | 13.21 |
| 21071 - Forklift Operator | 16.04 |
| 21080 - Production Line Worker (Food Processing) | 15.93 |
| 21100 - Shipping/Receiving Clerk | 13.15 |
| 21130 - Shipping Packer | 13.15 |
| 21140 - Store Worker I | 9.06 |
| 21150 - Stock Clerk (Shelf Stocker; Store Worker II) | 13.05 |
| 21210 - Tools and Parts Attendant | 16.99 |
| 21400 - Warehouse Specialist | 16.04 |
| 23000 - Mechanics and Maintenance and Repair Occupations | |
| 23010 - Aircraft Mechanic | 22.24 |
| 23040 - Aircraft Mechanic Helper | 14.71 |
| 23050 - Aircraft Quality Control Inspector | 23.43 |
| 23060 - Aircraft Servicer | 17.82 |

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| | |
|--|-------|
| 23070 - Aircraft Worker | 18.09 |
| 23100 - Appliance Mechanic | 18.95 |
| 23120 - Bicycle Repairer | 14.43 |
| 23125 - Cable Splicer | 24.68 |
| 23130 - Carpenter, Maintenance | 18.95 |
| 23140 - Carpet Layer | 17.80 |
| 23160 - Electrician, Maintenance | 22.59 |
| 23181 - Electronics Technician, Maintenance I | 19.42 |
| 23182 - Electronics Technician, Maintenance II | 21.92 |
| 23183 - Electronics Technician, Maintenance III | 23.87 |
| 23260 - Fabric Worker | 16.61 |
| 23290 - Fire Alarm System Mechanic | 19.98 |
| 23310 - Fire Extinguisher Repairer | 15.69 |
| 23340 - Fuel Distribution System Mechanic | 21.05 |
| 23370 - General Maintenance Worker | 17.28 |
| 23400 - Heating, Refrigeration and Air Conditioning Mechanic | 20.87 |
| 23430 - Heavy Equipment Mechanic | 19.98 |
| 23440 - Heavy Equipment Operator | 20.76 |
| 23460 - Instrument Mechanic | 19.98 |
| 23470 - Laborer | 14.27 |
| 23500 - Locksmith | 18.95 |
| 23530 - Machinery Maintenance Mechanic | 20.51 |
| 23550 - Machinist, Maintenance | 21.52 |
| 23580 - Maintenance Trades Helper | 14.54 |
| 23640 - Millwright | 21.85 |
| 23700 - Office Appliance Repairer | 18.95 |
| 23740 - Painter, Aircraft | 21.29 |
| 23760 - Painter, Maintenance | 18.95 |
| 23790 - Pipefitter, Maintenance | 22.76 |
| 23800 - Plumber, Maintenance | 20.99 |
| 23820 - Pneudraulic Systems Mechanic | 19.98 |
| 23850 - Rigger | 19.98 |
| 23870 - Scale Mechanic | 17.88 |
| 23890 - Sheet-Metal Worker, Maintenance | 19.98 |
| 23910 - Small Engine Mechanic | 20.05 |
| 23930 - Telecommunication Mechanic I | 22.21 |
| 23931 - Telecommunication Mechanic II | 23.41 |
| 23950 - Telephone Lineman | 22.21 |
| 23960 - Welder, Combination, Maintenance | 19.98 |
| 23965 - Well Driller | 19.98 |
| 23970 - Woodcraft Worker | 19.98 |
| 23980 - Woodworker | 15.32 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 11.58 |
| 24580 - Child Care Center Clerk | 16.15 |
| 24600 - Chore Aid | 9.29 |
| 24630 - Homemaker | 16.75 |
| 25000 - Plant and System Operation Occupations | |
| 25010 - Boiler Tender | 22.57 |
| 25040 - Sewage Plant Operator | 19.52 |
| 25070 - Stationary Engineer | 22.57 |
| 25190 - Ventilation Equipment Tender | 15.24 |
| 25210 - Water Treatment Plant Operator | 19.72 |
| 27000 - Protective Service Occupations | |
| (not set) - Police Officer | 23.19 |
| 27004 - Alarm Monitor | 16.79 |
| 27006 - Corrections Officer | 18.10 |
| 27010 - Court Security Officer | 20.72 |
| 27040 - Detention Officer | 18.29 |
| 27070 - Firefighter | 20.97 |
| 27101 - Guard I | 11.51 |
| 27102 - Guard II | 15.16 |
| 28000 - Stevedoring/Longshoremen Occupations | |
| 28010 - Blocker and Bracer | 19.89 |
| 28020 - Hatch Tender | 19.89 |
| 28030 - Line Handler | 19.89 |
| 28040 - Stevedore I | 18.71 |
| 28050 - Stevedore II | 21.11 |
| 29000 - Technical Occupations | |

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| | |
|---|-------|
| 29010 - Air Traffic Control Specialist, Center (2) | 22.81 |
| 29011 - Air Traffic Control Specialist, Station (2) | 32.70 |
| 29012 - Air Traffic Control Specialist, Terminal (2) | 22.54 |
| 29023 - Archeological Technician I | 24.82 |
| 29024 - Archeological Technician II | 15.78 |
| 29025 - Archeological Technician III | 17.58 |
| 29030 - Cartographic Technician | 21.94 |
| 29035 - Computer Based Training (CBT) Specialist/ Instructor | 23.33 |
| 29040 - Civil Engineering Technician | 31.26 |
| 29061 - Drafter I | 22.19 |
| 29062 - Drafter II | 14.31 |
| 29063 - Drafter III | 16.57 |
| 29064 - Drafter IV | 18.53 |
| 29081 - Engineering Technician I | 23.33 |
| 29082 - Engineering Technician II | 17.67 |
| 29083 - Engineering Technician III | 19.84 |
| 29084 - Engineering Technician IV | 22.54 |
| 29085 - Engineering Technician V | 27.49 |
| 29086 - Engineering Technician VI | 33.62 |
| 29090 - Environmental Technician | 40.67 |
| 29100 - Flight Simulator/Instructor (Pilot) | 21.22 |
| 29160 - Instructor | 36.95 |
| 29210 - Laboratory Technician | 26.54 |
| 29240 - Mathematical Technician | 18.56 |
| 29361 - Paralegal/Legal Assistant I | 23.70 |
| 29362 - Paralegal/Legal Assistant II | 20.03 |
| 29363 - Paralegal/Legal Assistant III | 24.82 |
| 29364 - Paralegal/Legal Assistant IV | 30.35 |
| 29390 - Photooptics Technician | 36.73 |
| 29480 - Technical Writer | 23.33 |
| 29491 - Unexploded Ordnance (UXO) Technician I | 28.55 |
| 29492 - Unexploded Ordnance (UXO) Technician II | 20.78 |
| 29493 - Unexploded Ordnance (UXO) Technician III | 25.14 |
| 29494 - Unexploded (UXO) Safety Escort | 30.13 |
| 29495 - Unexploded (UXO) Sweep Personnel | 20.78 |
| 29620 - Weather Observer, Senior (3) | 20.78 |
| 29621 - Weather Observer, Combined Upper Air and Surface Programs (3) | 21.32 |
| 29622 - Weather Observer, Upper Air (3) | 18.30 |
| 31000 - Transportation/ Mobile Equipment Operation Occupations | 18.30 |
| 31030 - Bus Driver | 15.95 |
| 31260 - Parking and Lot Attendant | 8.62 |
| 31290 - Shuttle Bus Driver | 13.45 |
| 31300 - Taxi Driver | 12.71 |
| 31361 - Truckdriver, Light Truck | 13.89 |
| 31362 - Truckdriver, Medium Truck | 17.09 |
| 31363 - Truckdriver, Heavy Truck | 18.40 |
| 31364 - Truckdriver, Tractor-Trailer | 18.40 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Animal Caretaker | 10.47 |
| 99030 - Cashier | 9.82 |
| 99041 - Carnival Equipment Operator | 12.35 |
| 99042 - Carnival Equipment Repairer | 13.30 |
| 99043 - Carnival Worker | 8.31 |
| 99050 - Desk Clerk | 9.78 |
| 99095 - Embalmer | 19.79 |
| 99300 - Lifeguard | 10.92 |
| 99310 - Mortician | 24.77 |
| 99350 - Park Attendant (Aide) | 13.71 |
| 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | 11.12 |
| 99500 - Recreation Specialist | 16.99 |
| 99510 - Recycling Worker | 15.47 |
| 99610 - Sales Clerk | 11.08 |
| 99620 - School Crossing Guard (Crosswalk Attendant) | 11.37 |
| 99630 - Sport Official | 11.24 |
| 99658 - Survey Party Chief (Chief of Party) | 18.39 |
| 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | 17.48 |
| 99660 - Surveying Aide | 11.43 |
| 99690 - Swimming Pool Operator | 13.93 |

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| | |
|---|-------|
| 99720 - Vending Machine Attendant | 10.73 |
| 99730 - Vending Machine Repairer | 13.93 |
| 99740 - Vending Machine Repairer Helper | 11.34 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract

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(either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed

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occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.